

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

-----x		
In re	)	Chapter 11
	)	
CONTINENTAL AIRLINES, INC.,	)	Case No. 90-932 & 90-933 (MFW)
<i>et al.</i>	)	
	)	Jointly Administered
Debtor.	)	
-----x		
RAMON E. O'NEILL	)	Civil Action No. 06-568 (SLR)
BROWNIE N. INMAN	)	
J. TRIGG ADAMS	)	(Consolidated Lead)
	)	
Appellants,	)	
v.	)	
CONTINENTAL AIRLINES, INC., <i>et al.</i>	)	
	)	
Appellees.	)	
-----x		

**RESPONSE AND LIMITED OBJECTION OF APPELLEE CONTINENTAL AIRLINES,  
INC. TO MOTION REQUESTING TIME EXTENSION TO SUBMIT REPLY BRIEF**

Continental Airlines, Inc. (“Continental”), as an appellee herein, hereby responds and objects, on a limited basis (the “Limited Objection”), to the *Motion Requesting Time to Submit Reply Brief* (the “Motion”) filed by appellant Ramon E. O’Neill on March 27, 2007. In support of the Limited Objection, Continental respectfully states as follows:

**BACKGROUND**

1. On August 1, 2006, appellants O’Neill and Inman and on August 3, 2006, appellant Adams filed these appeals (collectively, the “Appeals”). The Appeals were docketed in this Court on or about September 13, 2006.

2. On January 19, 2007, this Court entered a scheduling order requiring the appellants opening briefs to be filed by February 20, 2007, Continental’s answering brief to be filed by March 20, 2007, and the appellants reply briefs to be filed by April 3, 2007.

3. On February 20, 2007, each of the appellants filed an opening brief. On March 20, 2007, Continental filed its answering brief and on that date served each of the appellants, including Mr. O'Neill, with a copy of its answering brief by first class mail. A certificate evidencing such services was filed contemporaneously with Continental's brief.

#### THE MOTION

4. On March 27, 2007, appellant O'Neill filed the Motion wherein Mr. O'Neill states that, as of March 25, 2007, he had not received Continental's answering brief. Mr. O'Neill further contends that "Continental's lies has [sic] cause me to drop trips so I could answer promptly to [sic] their motions and in this instance lack of forwarding and/or filing their objection to my Appeal on time." Motion, at ¶ B. O'Neill further contends that he "can no longer take time off from my work to satisfy Continental's time table." *Id.* at pp. 1-2. Finally, Mr. O'Neill requests an extension of time to file his reply brief until May 3, 2007.

#### CONTINENTAL'S LIMITED RESPONSE

5. Continental does not object to Mr. O'Neill's requested extension. Had Mr. O'Neill contacted Continental's counsel prior to filing the Motion, Continental would have agreed to Mr. O'Neill's proposed extension without the need for imposing on this Court's time with the Motion and this Limited Objection.

6. Continental's Limited Objection is intended to address Mr. O'Neill's *ad hominem* attacks on Continental, which are entirely inappropriate. The suggestion that Continental's counsel purposefully failed to serve or delayed service on Mr. O'Neill to gain a tactical advantage has no basis in fact and is meritless. Further, the irony of Mr. O'Neill's accusations about the financial impact of these Appeals is hard to ignore, for it is Continental that has spent over ten years and well in excess of one-half million dollars defending the orders

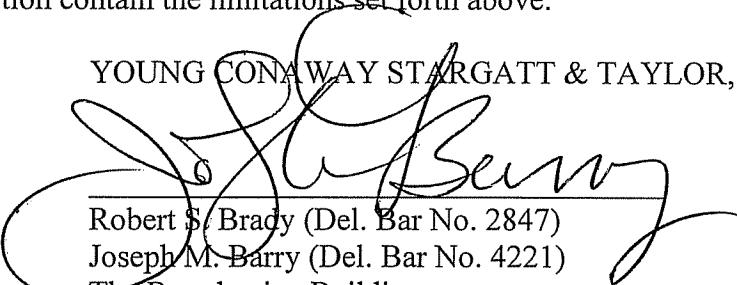
of the Bankruptcy Court, District Court and Circuit Court from the never-ending pursuit of this and related frivolous litigation and appeals.

7. Under the circumstances, therefore, if the Court is inclined to grant the Motion, Continental requests that any order granting the Motion require that any future non-dispositive motions filed by any of the appellants herein comply with D. Del. LR 7.1.1 notwithstanding their *pro se* status. *See* D. Del. LR 7.1.1 (“Unless otherwise ordered, the Court will not entertain any non-dispositive motion, except those motions brought by a person appearing *pro se*...unless counsel for the moving party files with the Court, at the time of filing the motion, a statement showing that the attorney making the motion has made a reasonable effort to reach agreement with the opposing attorneys on the matters set forth in the motion.”). If the appellants are required to comply with the prior conference requirement of D. Del. LR 7.1.1, it may avoid unnecessary motion practice and the need for Continental to respond to baseless, *ad hominem* attacks.

WHEREFORE, for the foregoing reasons, Continental does not object to Mr. O’Neill’s request to file his reply brief in these appeals on or before May 3, 2007 but requests that any order granting the Motion contain the limitations set forth above.

Dated: March 29, 2007  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP



Robert S. Brady (Del. Bar No. 2847)  
Joseph M. Barry (Del. Bar No. 4221)  
The Brandywine Building  
1000 West Street, 17<sup>th</sup> Floor  
P.O. Box 391  
Wilmington, DE 19899-0391  
(302) 571-6600

Counsel to Continental Airlines, Inc.

**CERTIFICATE OF SERVICE**

I, Joseph M. Barry, Esquire, hereby certify that I am not less than 18 years of age and that on March 29, 2007, I caused a copy of the attached document to be served on the following parties by Federal Express or Hand Delivery, as indicated:

**VIA FEDERAL EXPRESS**

Mr. Brownie N. Inman, pro se  
18905 SW 128 Ct.  
Miami, FL 33177

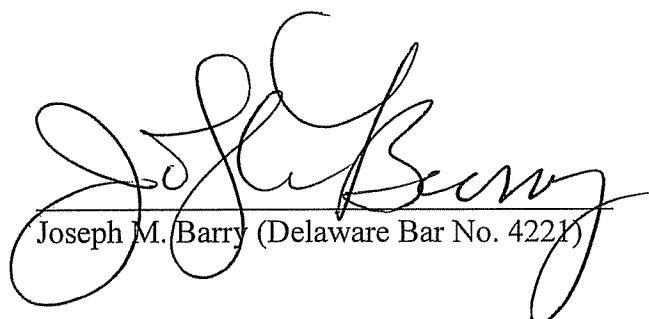
Mr. Ramon E. O'Neill, pro se  
7424 SW 129 Ct.  
Miami, FL 33183

Mr. J. Trigg Adams, pro se  
3824 Park Avenue  
Miami, FL 33133

**VIA HAND DELIVERY**

Bruce E. Jameson, Esquire  
Prickett Jones & Elliott, P.A.  
1310 King Street  
P.O. Box 1328  
Wilmington, DE 19899

Counsel for James Baldridge, *et al.*



The image shows a handwritten signature in black ink, appearing to read "Joseph M. Barry". Below the signature, the name "Joseph M. Barry" is printed in a smaller, sans-serif font, followed by the text "(Delaware Bar No. 4221)".

Dated: March 29, 2007